



CITY OF EI CENTRO

City of El Centro
Engineering Division
1275 West Main Street
El Centro, CA 92243
(760) 337-5182

Encroachment Permit General Provisions

FORM
ED-003
JULY 2011

1. **ACCEPTANCE OF PROVISIONS.** The Permittee's engagement in any activity under this permit shall constitute an acceptance of these provisions.
2. **REVOCATION.** These General Provisions, and any Encroachment Permit issued hereunder, are revocable or subject to modification or abrogation at any time, without prejudice however, to prior rights, including those evidenced by joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in the public right of way.
3. **RESPONSIBLE PARTY.** No party other than the named Permittee or their agent is authorized to work under any Encroachment Permit.
4. **CITY TITLE.** This Encroachment Permit only relates to encroachment on the City's right of way. The City has title to the right of way based upon recorded right of way deeds and/or implied dedication. This permit does not address encroachment on the real property or right to real property belonging to any other entity. The City makes no warranty concerning this encroachment and the real property, or the right to real property belonging to any other entity. The Permittee places this encroachment at its own risk.
5. **KEEP PERMIT ON THE WORK.** This Encroachment Permit shall be kept at the site of the work and must be shown to any representative of the City.
6. **ADDITIONAL AUTHORIZATION.** The Permittee shall secure written authorization, order or consent, prior to the performance of any work hereunder, from any private or public entity or other lawful authority which may pertain to the use of the right of way or real property and the type of activity for which this permit is granted. This permit shall be suspended in operation unless and until such authorization, order or consent is obtained.
7. **MAINTENANCE.** The Permittee shall exercise reasonable care to maintain properly any encroachment placed by it in the right of way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right of way as a result of activities performed under this permit, including any and all damage to the right of way which would not have occurred had such work not been done or encroachment not placed therein. The City shall not be held responsible for any damage to any improvements or facilities installed by the Permittee under this permit, whether said damage is caused by the City or its agent or otherwise.
8. **CLEAN UP RIGHT OF WAY.** Upon completion of any activity under this permit, the right of way shall be placed in the same condition or better than it was immediately prior to the work. For example, all brush, timber, scraps, trash and material shall be entirely removed and the right of way left in as presentable condition as before work started.
9. **CONSTRUCTION.** All construction activity pursuant to this permit shall conform to recognized construction. All of the work shall be done subject to the supervision of, and to the satisfaction of, the City.
10. **FUTURE MOVEMENT OF WORK OR INSTALLATION.** Whenever the City desires to construct, reconstruct or do maintenance work on City facilities on the right of way, or to use the right of way for any purpose, the Permittee shall, upon request of the City, immediately move, remove, relocate or otherwise change, any improvements, work or installation on the right of way, all at the sole expense of the Permittee.
11. **INDEMNITY.** The Permittee shall, to the fullest extent permitted by law, indemnify and save the City free and harmless of and from all claims, demands, losses, and liability, including cost and legal fees, arising directly or indirectly out of obligations undertaken in connection with this permit, excepting only claims arising from the sole negligence or misconduct of the City.
12. **INSURANCE.** At any time, at the judgment of the City, the Permittee may be required to obtain commercial general liability insurance, naming the Permittee as insured and the City as additional insured, with total limits of any amount up to _____ (\$ _____) per occurrence and _____ (\$ _____)

general aggregate. The Permittee's failure to obtain such insurance when required shall be a material breach of this permit.

13. **BOND.** At any time, at the judgment of the City, the Permittee may be required to obtain a bond, in an amount equal to the value of work or improvements constructed or activities performed by the Permittee. The Permittee's failure to provide a bond when requested shall be a material breach of this Encroachment Permit.
14. **NO HAZARDOUS MATERIALS/WASTE OR SPILLS.** Storage and/or disposal of any hazardous material(s) or hazardous waste(s) onto this right of way are expressly forbidden. Any spills of a hazardous material or hazardous waste used or produced during the permitted activity is to be cleaned up immediately by the Permittee, at their expense. The City has the absolute right to immediately suspend an operation that does not adhere to these requirements, or is found in violation of any local, State, or Federal environmental regulations, until the problem is adequately or completely resolved.
15. **STORAGE OF EQUIPMENT AND MATERIALS.** The Permittee shall delineate/cone off any obstacle, material stored, or equipment parked adjacent to the lane, to the satisfaction of the City Engineer. Utilities are subject to the provisions of Section 22512 of the California Vehicle Code.
16. **MINIMUM INTERFERENCE WITH TRAFFIC.** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The Permittee is authorized to place properly attired flagger(s) to stop and warn conventional residential traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in compliance with CalTRANS' Manual of Traffic Controls for Construction and Maintenance Work Zones.
17. **PROVISIONS FOR PEDESTRIANS.** Where facilities exist, a minimum sidewalk and bike path width of four feet (4') shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction advising pedestrians of the lack of pedestrian facilities to the satisfaction of the City Engineer or his/her representative.
18. **PROTECTION OF TRAFFIC.** Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices and other measures required for the public safety, shall conform to the requirements of CalTRANS' Manual of Traffic Controls. Traffic control for day or nighttime lane closures shall be in compliance with CalTRANS' Standard Plans for Traffic Control Systems. Nothing in the permit is intended, as to third parties, to impose on the Permittee any duty, or standard of care, greater than or different than the duty or standard of care imposed by law. At the discretion of the City Engineer, a traffic control plan may be required to be submitted for approval. The Permittee's failure to fulfill this provision shall be a material breach of this permit.
19. **AS-BUILT DRAWINGS.** The Engineering Division requires that the Encroachment Permit applicant submits the as-built drawings to update City drawings when ever underground facilities are installed. Applicant is given thirty (30) days from the completion of the construction to submit this requirement. If after thirty (30) days these as-built drawings have not been submitted, the Engineering Division will perform this task and charge the Applicant accordingly.
20. **NOTIFICATION.** The Permittee shall notify the City's Engineering Division at (760) 337-5182 at least twenty-four (24) hours prior to start of work.
21. **PRECEDENCE.** The terms of this Encroachment Permit take precedence over and supersede all other agreements between the City and the Permittee concerning the obligations undertaken in connection with this Encroachment Permit.
22. **ENVIRONMENTAL.** The Permittee shall comply with and abide by all Federal, State and local environmental laws, rules, regulations and guidelines applicable to the site of the work or activities for which this permit is granted. The Permittee's failure to fulfill this provision shall be a material breach of this Encroachment Permit. The City shall not be held responsible for any violation or non-compliance by the Permittee of any and all applicable laws, rules, regulations and guidelines pertaining to environmental issues in the performance of the work or activities under this Encroachment Permit. These issues include but are not limited to wildlife habitat, rare, threatened, endangered or species of special concern, sensitive vegetation, air and water quality, cultural resources, etc., their impacts, and mitigation thereof.